



## Office of Administration

PO Box 885  
1087 Newell  
White Cloud, Michigan 49349  
Phone: (231) 689-7234  
Fax: (231) 689-7205

Sent Via E-mail  
[50808-37559034@requests.muckrock.com](mailto:50808-37559034@requests.muckrock.com)

### FOIA Response Form

To: Augie Torres

Your FOIA request of records from our entity received via fax on 03/14/18 and assigned the FOIA number of #18-043.

1. ☐ Because of unusual circumstances, \_\_\_\_\_, we require an additional 10 business days to respond to your request.
2. ☐ Your request for \_\_\_\_\_ is denied because County does not have or maintain such documents. This letter serves as a certificate that your requested documents do not exist under the name provided by you or another name reasonably known to the County.
3. ☐ The following records you request are exempt for the reason given: \_\_\_\_\_
4. ☒ **Your request is granted for all other records you requested.**
  - a. ☐ Copies of those records are attached.
  - b. ☒ **You may obtain copies of Inmate Communication Contracts by first paying a fee of \$ 7.99. See attached invoice.**
  - c. ☐ If you want the following records: \_\_\_\_\_, we will have to undertake a lengthy, time-consuming search. We will search and copy the records after you have paid a deposit of \$\_\_\_\_\_, which is one-half of the estimated search and costs. A final bill detailing the actual search and copying costs will be generated after the records are collected and copied, with a credit for your deposit. The entire final bill must be paid before you may get these records.
  - d. ☐ You may inspect the records at this office on \_\_\_\_\_ at the time of \_\_\_\_\_.

If your request has been denied in whole or in part, you have the right to (1) submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for the reversal of the disclosure denial or (2) seek judicial review of this decision, as stated in Section 10 of the Michigan Freedom of Information Act, MCL 15.240 (see attachment). Further, you have the right to seek attorney fees and damages as provided in Section 10 (see attachment) if the court determines that the County has not complied with this section and orders disclosure of all or a portion of the public record.

Please be advised that the County's FOIA Policies and Procedures and written summary are available on the County's website at: [www.countyofnewaygo.com](http://www.countyofnewaygo.com).

Should you have any questions, please feel free to contact me.

Dated: 03/22/18

Approved by: \_\_\_\_\_

Christopher Wren  
County Administrator/FOIA Coordinator



# COPY

## Master Services Agreement Newaygo County Jail (MI)

This Master Services Agreement (this "Agreement") is by and between Newaygo County Jail, White Cloud, Michigan ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Provider within ten (10) days thereof (the "Effective Date").

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. **Legality/Limited License Agreement.** For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access



recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. **Confidentiality.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. **Indemnification.** To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. **Injunctive Relief.** Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,

failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Newaygo County Jail

By: 

Name: Michael S. Mercer

Title: Sheriff

Date: 09-04-07

Customer's Notice Address:

P. O. Box 845

White Cloud, MI 49349

PROVIDER:

Evercom Systems, Inc.

By: \_\_\_\_\_

Name: John J. Viola

Title: Vice President and General Manager

Date: \_\_\_\_\_

Provider's Notice Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: General Counsel

Provider's Payment Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: Accounts Receivable



This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Newaygo County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Technology Grant. We will provide you with a fund in the amount of \$37,500.00 from which you may draw to pay for technology services or equipment purchased by you from third party vendors. For payment to third party vendors, you will submit an invoice to us and authorize us in writing to pay such invoice from the technology fund. The fund may be used for purchases made during the initial Term. Any amount remaining in the fund at the time of the expiration of the initial Term or earlier termination of this Agreement shall no longer be available.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	SCP	52%	Gross	Same

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of 5 licensed users. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP

Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
<b>INTERNET ACCESS REQUIREMENTS</b>	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

### **SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. **CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S).**"

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

#### **PREPAID CALLING CARDS**

##### **DESCRIPTION:**

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date we activate it. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

##### **COMPENSATION:**

The face value of the cards less the applicable percentage specified in the chart below shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full.

##### **FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Percentage
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	52%

#### **VOICE MAIL**

##### **DESCRIPTION:**

The Voice Mail application provides a secure, password protected communication vehicle for inmates and friends & family members. The application uses the existing phone system and all voice mail messages can be recorded and reviewed in the same manner as the phone services provided. The service can be terminated at will for particular inmates. No additional equipment is provided with this application.

##### **COMPENSATION:**

A \$1.50 transaction fee plus applicable taxes will be charged to the end-user for each message delivered.

## **FRIENDS & FAMILY ASSISTANCE CENTER (KIOSK)**

### **DESCRIPTION:**

The Friends & Family Assistance Center shall provide visitors to the inmate with the following features:

- Point-of-Purchase Account Activation
- Direct Account Deposit Capabilities
- Facility Policy Information
- Telephone Service Guides

The unit shall be placed in the Customer's lobby in an area specified by the Customer. Customer shall provide a secure area no smaller than 3'wx 6'dx 5'h. Customer shall be responsible for providing and maintaining power and internet connectivity, which shall include a Standard (3 prong plug) 110 Volt power and an RJ45 CAT5 connection with internet connection to the unit. Evercom shall provide all application software, local area network connectivity and maintenance as required, to assure the proper operation of the application.

### **COMPENSATION:**

For your use of the Kiosk, you will pay a monthly fee of \$200.00 payable in arrears during the initial term of this Agreement. The fees will be deducted from your Commission. If the fees and other amounts due exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. Further, if the Agreement terminates or expires prior to the expiration or termination of this Schedule, then payment of the fees will be due within thirty (30) days after the date of the invoice.



## Exhibit A: Customer Statement of Work

### Newaygo County Jail (MI)

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Newaygo County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the following equipment/Applications in connection with the services. Customer will receive Securevoice, Commissary Assistant and Emports when generally made available to our customers.

3-way Detection	
Dual Tone Multi Freq Detection	
Positive Acceptance Detection	
True Number Validation	
Anywhere Acceptance	
Pre-Paid Calling Card	
Pre-Paid Collect	
Secure Call Platform	
Voice Mail	
Kiosk	
Covert Alert	
Crimetip	
Customer Support Centers	
In Field Technical Support	
Service Ticket Commissions Access	
Staff Training Services	
Technical Support Center	
Visitation Recording :	8
Allotted Licenses	5
Recording	
Immediate Access	6
Delayed Access	6
Panamax-towermax DS 25 Lightning Protection	2
MLLT1	2
4 - KSU - 4 Outlet Surge Suppressor	2
ADTRAN 924	2
Wintel Visitation Phones	16
PIX 501	1

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

#### CUSTOMER:

Newaygo County Jail

By: 

Name: Michael S. Mercer

Title: Sheriff

#### PROVIDER:

Evercom Systems, Inc.

By: \_\_\_\_\_

Name: John J. Viola

Title: Vice President and General Manager

This Master Services Agreement (this "Agreement") is by and between the Newaygo County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of the last date signed by a party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain Inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our Inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the Inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.
7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such

records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. **Legality/Limited License Agreement.** For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. **Confidentiality.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. **Claims.** To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact

our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.



EXECUTED as of the Effective Date.

**CUSTOMER:**

Newaygo County Jail

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer's Notice Address and Phone Number :**

300 Williams Street  
White Cloud, Michigan 49349

Phone: (231) 889-7376

**PROVIDER:**

Evercom Systems, Inc.

By: \_\_\_\_\_

Name: Robert Pickens

Title: Chief Marketing Officer

Date: \_\_\_\_\_

**Provider's Notice Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

**Provider's Payment Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc. ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Prepaid Commission. Within thirty (30) days after the installation of the System (if this Schedule is a new agreement) or within thirty (30) days after the Schedule Effective Date (if this Schedule is a renewal of an existing agreement), we will pre pay you a Commission in the amount of thirty thousand and no/100 dollars (\$30,000.00) (the "Prepaid Commission"). The Prepaid Commission will be paid back to us through 100% commission deductions, not to exceed ten thousand and no/100 dollars (\$10,000.00) per year, which shall begin the month following the date of the Schedule Effective Date. If this Agreement is terminated for any reason other than our default, then the Customer shall, within fifteen (15) days of the termination date, refund any unearned portion of the Prepaid Commission. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	SCP	52%	GROSS	--SAME--

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as

necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and settling up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### COMMISSARY ORDER BY PHONE

#### DESCRIPTION:

Commissary Order by Phone is a program, which allows an Inmate to order and purchase commissary items by using the Inmate phone system by selecting an additional menu option on the phone system to access the feature. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active the Commissary Order by Phone feature at the Facility named in the chart:

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	Canteen Services, Inc. 353 S. Michigan Coldwater, Michigan 49036

### PREPAID CALLING CARDS

#### DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

#### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes



based on Provider's income, which taxes shall be paid by Provider. Customer agrees to provide to Provider the Customer's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will charge Customer's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

#### COMPENSATION:

The face value of the cards less the applicable percentage specified in the chart below plus any applicable sales tax shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. The All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate prior to the time of sale.

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	52%

#### SECURE INSTANT MAIL™

##### DESCRIPTION:

Secure Instant Mail™ provides friends and family members the ability to send secure electronic messages from any PC connected to the internet. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. To reduce the chance of passing illegal information through the electronic mail, Secure Instant Mail™ automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, Secure Instant Mail™ transliterates from multiple languages into English for fast review. Facility personnel print and distribute approved letters while also having the ability to reject and return unapproved letters to the original sender. If approved by the facility, friends and family can pre-pay for a return message in which the inmate may hand write a return a letter to the sender. Return letters are faxed to the Secure Instant Mail server where they are converted to a .pdf and automatically emailed to the original sender.

Facility Responsibilities: The facility is responsible for having a PC connected to the internet and printer in order to accept incoming Secure Instant Mail messages. In order to process outgoing electronic messages, the facility will also be responsible for having a fax.

Compensation. The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the [www.secureinstantmail.com](http://www.secureinstantmail.com) website to utilize the Secure Instant Mail™ service. Provider will deduct said transaction fees from the customer's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

#### CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

**Exhibit A: Customer Statement of Work  
NEWAYGO COUNTY (MI)  
SITE 05796**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 5 S-Gate licenses, and storage for one (1) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<b>CUSTOMER:</b> Newaygo County Jail  By: _____ Name: _____ Title: _____ Date: _____	<b>PROVIDER:</b> Evercom Systems, Inc.  By: _____ Name: Robert Pickens Title: Chief Marketing Officer Date: _____
--	---

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410

This Exhibit 2 is made part hereto and governed by the Master Commissary Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Company"), and Canteen Services, Inc. ("you" or "Vendor"). The terms and conditions of the Agreement are incorporated herein by reference.

1. **TERM.** This Exhibit shall commence on the date the Commissary Order by Phone is first used by an inmate or detainee at the Customer site identified below, and shall remain in effect until and unless terminated.
  - (a) by the non-breaching party, for material breach and failure of the breaching party to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or
  - (b) by either party giving the other party at least thirty (30) days' prior written notice; or
  - (c) by Vendor upon the termination or expiration of its agreement with the Facility described in the Exhibit(s); or
  - (d) by COMPANY upon the termination or expiration of its agreement with the Facility described in the Exhibit(s).
2. **SCOPE OF WORK.** The Vendor shall provide to the Facility named in the chart below the **Commissary Order by Phone** program, which allows an inmate to order and purchase commissary items by using the inmate phone system by selecting an additional menu option on the phone system to access the feature.

The Vendor shall provide an interactive voice response system ("IVR") and a speed-dial number (800#) into the Vendor's IVR.

3. **CUSTOMER.** Under this Exhibit 2, and according to the terms and conditions of the Agreement, Vendor will provide the Commissary Order by Phone services to the Facility in the chart below

Facility Name and Address
Newaygo County Jail 300 Williams Street White Cloud, MI 49349
Site: 05796 Phone: (231) 689-7376

4. **PRICING.** The Vendor shall be charged fifty cents (\$0.50) each time an inmate or detainee access the IVR using the Inmate phone system.

**IN WITNESS WHEREOF,** each party represents and warrants that the person signing this Agreement has the sole right and authority to bind the party, and this Agreement has been executed by the undersigned representatives of the parties as of the Effective Date:

EXECUTED as of:

VENDOR:	COMPANY:
Canteen Services, Inc.	Evercom Systems, Inc.
By: _____	By: _____
Name: <u>Cindy Burns</u>	Name: <u>Robert Pickens</u>
Title: <u>Vice President</u>	Title: <u>Chief Marketing Officer</u>
Date: _____	Date: _____

JUL 28 2010

# **Automated Information Services (AIS) Live Demonstration**

## **General Public AIS**

### ***Accessing the Demonstration System***

1. Call **866-949-4576**
2. Once connected, press **1** for English or **2** for Spanish
3. This system provides information on specific inmates as well as general information about this facility
4. To access inmate information say **"Inmate"** or press **1**
5. To access facility information say **"General"** or press **2**

### ***(1) Accessing Inmate Specific Information***

1. Speak the inmate's first and last name **"Bruce Anderson"**
2. To hear charge information Say **"Charges"** or press **1**
3. To hear the next scheduled court date, time and location say **"Bond"** or press **2**
4. To hear bond type and fine information say **"Release Date"** or press **3**
5. To hear the projected release date say **"Court"** or press **4**
6. To hear information about visiting this inmate say **"Visits"** or press **5**

### ***(2) Accessing General Facility Information***

1. For location and directions say **"Location"** or press **1**
2. For the visitation policies say **"Visitation"** or press **2**
3. For information on sending inmates money say **"Money"** or press **3**
4. For information on mailing inmates say **"Mail"** or press **4**
5. For information about medication say **"Meds"** or press **5**
6. For information about property say **"Property"** or press **6**
7. For information on the inmate phone system say **"Phones"** or press **7**



## **Inmate AIS**

### ***Accessing the Demonstration System***

1. Call **866-949-4577**
2. Once connected, press **1** for English or **2** for Spanish
3. Enter Inmate ID followed by the Pound Sign **55555#**
4. Press **1** to confirm the Inmate ID you entered
5. Enter eight digit month, day, and year of birth **08/12/1975**
6. There is a charge of 0.50 cents to use the inmate information system. To accept press **1** (*optional inmate pay feature*)

### ***Accessing Inmate Specific Information***

1. For commissary balance press **1**
2. For charges press **2**
3. For bond information press **3**
4. For projected release date press **4**
5. For information court about court appearances press **5**
6. For information about visitation press **6**

## AUTOMATED INFORMATION SERVICES AGREEMENT

This Automated Information Services Agreement ("AIS™ Agreement") is made as of the last date signed by the parties below (the "AIS™ Agreement Effective Date") between the Newaygo County Jail ("you" or "Customer") and Evercom Systems, Inc., ("Provider" or "we" or "Evercom"). This AIS™ Agreement supersedes any and all other AIS™ Agreements (oral, written, or otherwise) that may have been made between the parties.

**WHEREAS**, Customer desires and Evercom agrees to install the Automated Information Services™ application at the Newaygo County Jail, located at 300 Williams Street, White Cloud, Michigan 49349.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, promises, obligations and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **AUTOMATED INFORMATION SERVICES.** Provider will provide the Automated Information Services (AIS™) through our third party vendor, Telerus, as described herein.
2. **TERM.** This Automated Information Services™ Agreement shall commence on the AIS™ Agreement Effective Date and subject to paragraph 5 below shall remain in effect for three (3) years thereafter. Notwithstanding anything to the contrary, if you enter into or renew an agreement for inmate communications services with us, this Agreement and the AIS™ services will become part of, incorporated by reference into, and run coterminous with the agreement for inmate communications services.
3. **LEGALITY/LIMITED LICENSE AGREEMENT.** You are responsible for the manner in which you use the AIS™ application. Unless expressly permitted a separate written agreement with us, you will not resell or provide access to the AIS™ application, directly or indirectly, to third parties. Notwithstanding anything to the contrary, for services related to any and all applications including the AIS™ application, which may allow you to monitor and record inmate telephone calls, or transmit or receive inmate electronic messages ("e-mail") by providing the application, we make no representation or warranty as to the legality of recording or monitoring inmate telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iii) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.
4. **DESCRIPTION.**
  - a) **AUTOMATED INFORMATION SERVICES (AIS™).** We will provide the Automated Information Services™ application through our third party vendor, Telerus, as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends & family members the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:
    - Commissary Balances\*
    - Charge Information
    - Court Appearance Dates, Times, Locations
    - Bond Amounts, Types
    - Projected Release Dates
    - Visitation Eligibility, Times

\*Pending MIS system data flow

Automated Information Services 2.0 is configurable to meet the specific needs of your facility. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at your facility. You can also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- Automation of inmate and facility information to inmates (available for Evercom phone customers only)
- Ability to open or fund an Evercom pre-paid telephone account (available for Evercom phone customers only)

- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. The Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

5. PAYMENT:

The monthly payment fee is determined by the facility's ADP on record and Automated Information Services™ configuration (options) chosen above.

ADP:  Price per ADP:  Monthly Fee:

Customer shall pay a one-time set up charge to Evercom in the amount of \_\_\_\_\_ and no/100 dollars (~~AIS™ Set-up Fee~~) WAIVED. Customer shall pay a monthly fee in the amount of five hundred eight-eight and no/100 dollars (\$588.00) ("AIS™ Fee"). In no event shall the monthly AIS™ Fee be less than four hundred and no/100 dollars per month (\$400.00).

Monthly and one time fees shall be payable through a monthly invoice, which shall begin on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date the Customer signs this Agreement. The invoice shall be due within thirty (30) days after the date of the invoice.

Should you enter into or renew an agreement for inmate communications services with us, this Agreement and the AIS™ services will become part of, incorporated by reference into, and run coterminous with the agreement for inmate communications services. Thereafter, the AIS™ Fee will be paid through a Commission deduction, which shall be deducted on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date the Customer signs this Agreement. If the AIS™ Fee exceeds the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP") count. Therefore, on January 1st of every year during the term of service, Customer will provide its average ADP count so that the per inmate charge for AIS™ may be adjusted accordingly for the following year. The AIS™ Fee is calculated using a minimum Fee based on the Facility's ADP. It is the Customer's responsibility to provide the ADP numbers, and request a modification in the price of AIS™ Fee. Provider will modify the AIS™ Fee once per year based on a comparison of any three (3) consecutive months' ADP levels. If the ADP levels have fluctuated by more than fifteen percent (15%), Provider will modify the AIS™ Fee on a going forward basis.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Provider has the right to modify and increase compensation if feature set is modified or changed by the facility after contract execution.

6. REPRESENTATIONS AND WARRANTIES. The AIS™ APPLICATION SHALL AT ALL TIMES REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF TELERUS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT. NOTWITHSTANDING, WE WILL PASS THROUGH TO YOU ANY AND ALL REPRESENTATIONS AND WARRANTIES FROM THE THIRD PARTY PROVIDER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(i) The IVR system and professional services (collectively "Deliverable") will be free from defects in material and workmanship. If a defect exists or arises in a Deliverable during the Term, then Telerus will promptly repair or remedy, at Telerus' sole cost and expense, the defect within a reasonable timeframe, striving for resolution within thirty (30) days after receipt of notice of such defect from Provider;

(ii) Any software included as, or embedded in a Deliverable will function substantially in accordance with its specifications;

(vi) All Deliverables do not violate, infringe or misappropriate any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights (however characterized) of any third party.

7. STATEMENT OF WORK:

- a) Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainers and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press \*11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainers and holds.



- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

b) Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the Customer Facility. However, the Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d) Service Level Agreements Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality applications, and we offer certain assurances about the quality of our applications (the "Service Level Agreement"). THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION.

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.

- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

**Incident:** an incident is defined as follows:

- Any reproducible error in which AIS™ application fails to perform as agreed to by the site during project implementation.
- Any requested change and/or upgrade to the AIS™ application.
- Any question(s) regarding the operation of the application including: reports, data integration, and system settings.

**Incident Priority Levels:**

- **Level 1:** Any AIS application that is "down" and not accepting phone calls. Targeted resolution goal: **8 hours**.
- **Level 2:** Any AIS application that is not providing basic IVR functionality, such as data look-ups or transfers. Targeted resolution goal: **12 hours**.
- **Level 3:** All "bug" fixes. The system does not perform as agreed by site during project implementation and functionality is limited. Targeted resolution goal: **3 business days**.
- **Level 4:**
  1. Application functionality or consultation oriented questions.
  2. Site requests a minor adjustment.
  3. Voice File Revision Request.
Targeted resolution goal: **10 business days**

**Closed Incident:**

- Customer agrees incident should be closed verbally or through email. Alternatively, if the customer does not respond within 72 hours of the third emailed request to approve closure of the incident, the incident will be closed as satisfactorily resolved.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AIS™ AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE AIS™ SYSTEM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.
9. **CONFIDENTIALITY AND NON-DISCLOSURE.** The AIS™ application and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider and Telerus. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement

confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. **INJUNCTIVE RELIEF.** Both parties agree that a breach of any of the obligations set forth in the section entitled "Confidentiality and Non-Disclosure" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
11. **CLAIMS.** To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the AIS™ system according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

12. **INSURANCE.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the AIS™ application in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the AIS™ application without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.
13. **DEFAULT AND TERMINATION.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
14. **NOTICES.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the AIS™ System. Provider and Customer each shall comply, at its own expense, with all applicable laws and

regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

**IN WITNESS WHEREOF**, the parties have caused this AIS™ Agreement to be executed as of the Agreement Effective Date by their duly authorized representatives.

**CUSTOMER:**

Newaygo County Jail

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer's Notice Address and Phone Number:**

P.O. Box 845  
White Cloud, Michigan 49349

Phone: (231) 689-7376

**PROVIDER:**

Evercom Systems, Inc.

By: \_\_\_\_\_

Name: Robert Pickens

Title: Chief Marketing Officer

Date: \_\_\_\_\_

**Provider's Notice Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

**Provider's Payment Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

**FOURTH AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective as of the last date signed by a party ("Fourth Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated August 10, 2010, as subsequently amended (the "Agreement") by and between the Newaygo County Jail ("Customer") and Securus Technologies, Inc. ("Provider").

**WHEREAS**, Provider offers Video Visitation to Customer pursuant to the terms and conditions set forth in the Agreement, as amended by the Third Amendment dated September 11, 2014; and

**WHEREAS**, Customer and Provider desire to modify those terms as set forth below;

**NOW, THEREFORE**, as of the Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**TERM AND SCOPE.** This Fourth Amendment will commence on the Fourth Amendment Effective Date and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the Agreement shall remain in full force and effect.

**SECURUS VIDEO VISITATION – REVISED TERMS**

The provisions numbered 1 – 8 in Exhibit B on page 3 of the Third Amendment to the Master Services Agreement are hereby deleted and replaced with the following:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of fifty (50) hours per Video Visitation terminal per week.
2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
4. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.
5. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).
6. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.

**IN WITNESS WHEREOF**, the parties have executed this Fourth Amendment as of the Fourth Amendment Effective Date by their duly authorized representatives.

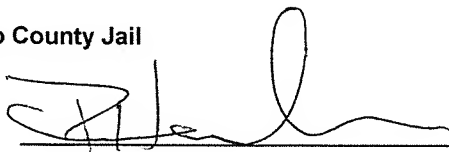
**Newaygo County Jail**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Pat Hedlund  
\_\_\_\_\_  
Sheriff  
\_\_\_\_\_  
5-22-15  
\_\_\_\_\_

**Securus Technologies, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Pickens  
\_\_\_\_\_  
President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please return signed document to:**

**14651 Dallas Parkway, Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300**



## AUTOMATED INFORMATION SERVICES AGREEMENT

This Automated Information Services Agreement ("AIS™ Agreement") is made as of the last date signed by the parties below (the "AIS™ Agreement Effective Date") between the Newaygo County Jail ("you" or "Customer") and Evercom Systems, Inc., ("Provider" or "we" or "Evercom"). This AIS™ Agreement supersedes any and all other AIS™ Agreements (oral, written, or otherwise) that may have been made between the parties.

**WHEREAS**, Customer desires and Evercom agrees to install the Automated Information Services™ application at the Newaygo County Jail, located at 300 Williams Street, White Cloud, Michigan 49349.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, promises, obligations and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **AUTOMATED INFORMATION SERVICES.** Provider will provide the Automated Information Services (AIS™) through our third party vendor, Telerus, as described herein.
2. **TERM.** This Automated Information Services™ Agreement shall commence on the AIS™ Agreement Effective Date and subject to paragraph 5 below shall remain in effect for three (3) years thereafter. Notwithstanding anything to the contrary, if you enter into or renew an agreement for inmate communications services with us, this Agreement and the AIS™ services will become part of, incorporated by reference into, and run coterminous with the agreement for inmate communications services.
3. **LEGALITY/LIMITED LICENSE AGREEMENT.** You are responsible for the manner in which you use the AIS™ application. Unless expressly permitted a separate written agreement with us, you will not resell or provide access to the AIS™ application, directly or indirectly, to third parties. Notwithstanding anything to the contrary, for services related to any and all applications including the AIS™ application, which may allow you to monitor and record inmate telephone calls, or transmit or receive inmate electronic messages ("e-mail") by providing the application, we make no representation or warranty as to the legality of recording or monitoring inmate telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iii) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.
4. **DESCRIPTION.**
  - a) **AUTOMATED INFORMATION SERVICES (AIS™).** We will provide the Automated Information Services™ application through our third party vendor, Telerus, as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends & family members the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:
    - Commissary Balances\*
    - Charge Information
    - Court Appearance Dates, Times, Locations
    - Bond Amounts, Types
    - Projected Release Dates
    - Visitation Eligibility, Times

\*Pending MIS system data flow

Automated Information Services 2.0 is configurable to meet the specific needs of your facility. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at your facility. You can also choose to add any of the following additional options (check all that apply):

- ☒ Automation of inmate and facility information to constituents (standard)
- Automation of inmate and facility information to inmates (available for Evercom phone customers only)
- Ability to open or fund an Evercom pre-paid telephone account (available for Evercom phone customers only)

- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. The Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

5. PAYMENT:

The monthly payment fee is determined by the facility's ADP on record and Automated Information Services™ configuration (options) chosen above.

ADP:  Price per ADP:  Monthly Fee:

Customer shall pay a one-time set up charge to Evercom in the amount of \_\_\_\_\_ and no/100 dollars (~~AIS™ Set-up Fee~~) WAIVED. Customer shall pay a monthly fee in the amount of five hundred eight-eight and no/100 dollars (\$588.00) ("AIS™ Fee"). In no event shall the monthly AIS™ Fee be less than four hundred and no/100 dollars per month (\$400.00).

Monthly and one time fees shall be payable through a monthly invoice, which shall begin on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date the Customer signs this Agreement. The invoice shall be due within thirty (30) days after the date of the invoice.

Should you enter into or renew an agreement for inmate communications services with us, this Agreement and the AIS™ services will become part of, incorporated by reference into, and run coterminous with the agreement for inmate communications services. Thereafter, the AIS™ Fee will be paid through a Commission deduction, which shall be deducted on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date the Customer signs this Agreement. If the AIS™ Fee exceeds the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP") count. Therefore, on January 1st of every year during the term of service, Customer will provide its average ADP count so that the per inmate charge for AIS™ may be adjusted accordingly for the following year. The AIS™ Fee is calculated using a minimum Fee based on the Facility's ADP. It is the Customer's responsibility to provide the ADP numbers, and request a modification in the price of AIS™ Fee. Provider will modify the AIS™ Fee once per year based on a comparison of any three (3) consecutive months' ADP levels. If the ADP levels have fluctuated by more than fifteen percent (15%), Provider will modify the AIS™ Fee on a going forward basis.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Provider has the right to modify and increase compensation if feature set is modified or changed by the facility after contract execution.

6. REPRESENTATIONS AND WARRANTIES. The AIS™ APPLICATION SHALL AT ALL TIMES REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF TELERUS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT. NOTWITHSTANDING, WE WILL PASS THROUGH TO YOU ANY AND ALL REPRESENTATIONS AND WARRANTIES FROM THE THIRD PARTY PROVIDER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(i) The IVR system and professional services (collectively "Deliverable") will be free from defects in material and workmanship. If a defect exists or arises in a Deliverable during the Term, then Telerus will promptly repair or remedy, at Telerus' sole cost and expense, the defect within a reasonable timeframe, striving for resolution within thirty (30) days after receipt of notice of such defect from Provider;

(ii) Any software included as, or embedded in a Deliverable will function substantially in accordance with its specifications;

(vi) All Deliverables do not violate, infringe or misappropriate any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights (however characterized) of any third party.

7. STATEMENT OF WORK:

- a) Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainers and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press \*11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainers and holds.

- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

b) Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the Customer Facility. However, the Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d) Service Level Agreements Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality applications, and we offer certain assurances about the quality of our applications (the "Service Level Agreement"). THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION.

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.

- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

**Incident:** an incident is defined as follows:

- Any reproducible error in which AIS™ application fails to perform as agreed to by the site during project implementation.
- Any requested change and/or upgrade to the AIS™ application.
- Any question(s) regarding the operation of the application including: reports, data integration, and system settings.

**Incident Priority Levels:**

- **Level 1:** Any AIS application that is "down" and not accepting phone calls. Targeted resolution goal: **8 hours**.
- **Level 2:** Any AIS application that is not providing basic IVR functionality, such as data look-ups or transfers. Targeted resolution goal: **12 hours**.
- **Level 3:** All "bug" fixes. The system does not perform as agreed by site during project implementation and functionality is limited. Targeted resolution goal: **3 business days**.
- **Level 4:**
  1. Application functionality or consultation oriented questions.
  2. Site requests a minor adjustment.
  3. Voice File Revision Request.
Targeted resolution goal: **10 business days**

**Closed Incident:**

- Customer agrees incident should be closed verbally or through email. Alternatively, if the customer does not respond within 72 hours of the third emailed request to approve closure of the incident, the incident will be closed as satisfactorily resolved.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AIS™ AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE AIS™ SYSTEM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.
9. **CONFIDENTIALITY AND NON-DISCLOSURE.** The AIS™ application and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider and Telerus. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement



confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. **INJUNCTIVE RELIEF.** Both parties agree that a breach of any of the obligations set forth in the section entitled "Confidentiality and Non-Disclosure" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
11. **CLAIMS.** To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the AIS™ system according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

12. **INSURANCE.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the AIS™ application in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the AIS™ application without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.
13. **DEFAULT AND TERMINATION.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
14. **NOTICES.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the AIS™ System. Provider and Customer each shall comply, at its own expense, with all applicable laws and

regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

**IN WITNESS WHEREOF**, the parties have caused this AIS™ Agreement to be executed as of the Agreement Effective Date by their duly authorized representatives.

**CUSTOMER:**

Newaygo County Jail

By: 

Name: Michael S Maccher

Title: Sheriff

Date: 8/16/2010

**Customer's Notice Address and Phone Number:**

P.O. Box 845  
White Cloud, Michigan 49349

Phone: (231) 689-7376

**PROVIDER:**

Evercom Systems, Inc.

By: 

Name: Robert Pickens

Title: Chief Marketing Officer

Date: 8/26/2010

**Provider's Notice Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

**Provider's Payment Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of August 5, 2010 (the "Agreement") by and between Newaygo County Jail ("Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

**WHEREAS**, Customer desires and Provider agrees to amend the Agreement to provide for the sale of prepaid calling cards through a commissary operator as opposed to their sale by Customer;

**WHEREAS**, Customer authorizes Provider to work directly with Customer's Commissary Operator, Canteen Services, Inc. with offices located at 353 S. Michigan, Coldwater, Michigan 49036 ("Commissary"), for the sole purpose of allowing the inmates to purchase prepaid calling cards directly and exclusively from the Commissary.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM**. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the term of the Agreement.
2. **PREPAID CALLING CARDS**. The Prepaid Calling Cards application as it currently exists in the Schedule of the Agreement is hereby deleted in its entirety and replaced with the following Application:

**PREPAID CALLING CARDS**

**PREPAID CALLING CARD SERVICES**. The Customer hereby requests that as of this First Amendment Effective Date all Prepaid Calling Cards shall be sold by the Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below.

**DISCOUNT**. Customer understands and agrees that any discounts Customer received from Provider as a result of the purchase and sale of the Prepaid Calling Cards is hereby forfeited and no longer applicable under the Agreement. As of this First Amendment Effective Date, Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with nor be responsible for any compensation agreement entered into between the Customer and its commissary operator.

**COMMISSION**. Provider will pay Customer a commission (the "Commission") in the amount specified in the chart below of the prepaid calling card sales to the Commissary Operator. We shall remit the Commission on or before the 30th day after we receive payment from the Commissary Operator for the cards ordered (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Facility Name and Address	Commission Percentage
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	52%

**COMPENSATION**. Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between Customer and its commissary operator.

**VALIDATION**. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

**CHANGE IN COMMISSARY OPERATOR.** Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Commissary Operator Name and Address
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	Canteen Services, Inc. 353 S. Michigan Avenue Coldwater, Michigan 49036

3. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<b><u>CUSTOMER:</u></b> Newaygo County Jail  By: <u>ROGER N. PALMITER</u> Name: <u>ROGER N. PALMITER</u> Title: <u>Jail Administrator</u> Date: <u>July 7, 2011</u>	<b><u>PROVIDER:</u></b> Securus Technologies, Inc.  By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>7-12-11</u>
---	--

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

This Master Services Agreement (this "Agreement") is by and between the Newaygo County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of the last date signed by a party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.
7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use, copy, and



records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. **Legality/Limited License Agreement.** For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. **Confidentiality.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. **Claims.** To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact

our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

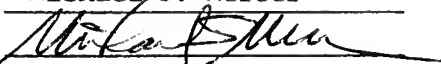
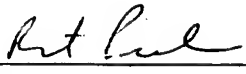
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<b><u>CUSTOMER:</u></b> Newaygo County Jail  By: <u>Michael S. Mercer</u> Name: <u></u> Title: <u>Sheriff</u> Date: <u>07-09-10</u>  <b><u>Customer's Notice Address and Phone Number :</u></b>  300 Williams Street White Cloud, Michigan 49349  Phone: (231) 689-7376	<b><u>PROVIDER:</u></b> Evercom Systems, Inc.  By: <u></u> Name: Robert Pickens Title: Chief Marketing Officer Date: <u>8/5/2010</u>  <b><u>Provider's Notice Address:</u></b>  14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300  <b><u>Provider's Payment Address:</u></b>  14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable
---	--

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
  
Attention: Contracts Administrator  
  
Phone: (972) 277-0410



**Schedule  
NEWAYGO COUNTY (MI)  
SITE 05796**

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc. ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Prepaid Commission. Within thirty (30) days after the installation of the System (if this Schedule is anew agreement) or within thirty (30) days after the Schedule Effective Date (if this Schedule is a renewal of an existing agreement), we will pre pay you a Commission in the amount of thirty thousand and no/100 dollars (\$30,000.00) (the "Prepaid Commission"). The Prepaid Commission will be paid back to us through 100% commission deductions, not to exceed ten thousand and no/100 dollars (\$10,000.00) per year, which shall begin the month following the date of the Schedule Effective Date. If this Agreement is terminated for any reason other than our default, then the Customer shall, within fifteen (15) days of the termination date, refund any unearned portion of the Prepaid Commission. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	SCP	52%	GROSS	--SAME--

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at [TechnicalSupport@Evercom.net](mailto:TechnicalSupport@Evercom.net), or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29%% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as



necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### COMMISSARY ORDER BY PHONE

#### DESCRIPTION:

Commissary Order by Phone is a program, which allows an inmate to order and purchase commissary items by using the inmate phone system by selecting an additional menu option on the phone system to access the feature. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active the Commissary Order by Phone feature at the Facility named in the chart:

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	Canteen Services, Inc. 353 S. Michigan Coldwater, Michigan 49036

### PREPAID CALLING CARDS

#### DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

#### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes

based on Provider's income, which taxes shall be paid by Provider. Customer agrees to provide to Provider the Customer's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will charge Customer's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

#### COMPENSATION:

The face value of the cards less the applicable percentage specified in the chart below plus any applicable sales tax shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. The All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate prior to the time of sale.

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	52%

#### SECURE INSTANT MAIL™

##### DESCRIPTION:

Secure Instant Mail™ provides friends and family members the ability to send secure electronic messages from any PC connected to the internet. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. To reduce the chance of passing illegal information through the electronic mail, Secure Instant Mail™ automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, Secure Instant Mail™ transliterates from multiple languages into English for fast review. Facility personnel print and distribute approved letters while also having the ability to reject and return unapproved letters to the original sender. If approved by the facility, friends and family can pre-pay for a return message in which the inmate may hand write a return a letter to the sender. Return letters are faxed to the Secure Instant Mail server where they are converted to a .pdf and automatically emailed to the original sender.

Facility Responsibilities: The facility is responsible for having a PC connected to the internet and printer in order to accept incoming Secure Instant Mail messages. In order to process outgoing electronic messages, the facility will also be responsible for having a fax.

Compensation. The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the [www.secureinstantmail.com](http://www.secureinstantmail.com) website to utilize the Secure Instant Mail™ service. Provider will deduct said transaction fees from the customer's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

#### CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

**Exhibit A: Customer Statement of Work  
NEWAYGO COUNTY (MI)  
SITE 05796**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 5 S-Gate licenses, and storage for one (1) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<b><u>CUSTOMER:</u></b> Newaygo County Jail  By: <u>Michael S. Mercer</u> Name: <u>[Signature]</u> Title: <u>Sheriff</u> Date: <u>07-09-10</u>	<b><u>PROVIDER:</u></b> Evercom Systems, Inc.  By: <u>[Signature]</u> Name: <u>Robert Pickens</u> Title: <u>Chief Marketing Officer</u> Date: <u>8/5/2010</u>
--	---

**Please return signed contract to:**

**14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254**

**Attention: Contracts Administrator**

**Phone: (972) 277-0410**

This Master Services Agreement (this "Agreement") is by and between the Newaygo County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of the last date signed by a party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.
7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use, sell,

records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. **Legality/Limited License Agreement.** For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. **Confidentiality.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. **Claims.** To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact

our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.



EXECUTED as of the Effective Date.

**CUSTOMER:**

Newaygo County Jail

By: Michael S. Mercer

Name: 

Title: Sheriff

Date: 07-09-10


**Customer's Notice Address and Phone Number :**

300 Williams Street  
White Cloud, Michigan 49349

Phone: (231) 689-7376

**PROVIDER:**

Evercom Systems, Inc.

By: 

Name: Robert Pickens

Title: Chief Marketing Officer

Date: 8/5/2010

**Provider's Notice Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

**Provider's Payment Address:**

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410

**Schedule  
NEWAYGO COUNTY (MI)  
SITE 05796**

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc. ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Prepaid Commission. Within thirty (30) days after the installation of the System (if this Schedule is a new agreement) or within thirty (30) days after the Schedule Effective Date (if this Schedule is a renewal of an existing agreement), we will pre pay you a Commission in the amount of thirty thousand and no/100 dollars (\$30,000.00) (the "Prepaid Commission"). The Prepaid Commission will be paid back to us through 100% commission deductions, not to exceed ten thousand and no/100 dollars (\$10,000.00) per year, which shall begin the month following the date of the Schedule Effective Date. If this Agreement is terminated for any reason other than our default, then the Customer shall, within fifteen (15) days of the termination date, refund any unearned portion of the Prepaid Commission. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you. All Prepaid Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Prepaid Commission has been paid to you.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	SCP	52%	GROSS	--SAME--

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. **CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S).**"

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at [TechnicalSupport@Evercom.net](mailto:TechnicalSupport@Evercom.net), or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as

necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### COMMISSARY ORDER BY PHONE

#### DESCRIPTION:

Commissary Order by Phone is a program, which allows an inmate to order and purchase commissary items by using the inmate phone system by selecting an additional menu option on the phone system to access the feature. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active the Commissary Order by Phone feature at the Facility named in the chart:

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	Canteen Services, Inc. 353 S. Michigan Coldwater, Michigan 49036

### PREPAID CALLING CARDS

#### DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

#### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes

based on Provider's income, which taxes shall be paid by Provider. Customer agrees to provide to Provider the Customer's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will charge Customer's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

#### **COMPENSATION:**

The face value of the cards less the applicable percentage specified in the chart below plus any applicable sales tax shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. The All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate prior to the time of sale.

#### **FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Discount Percentage
Newaygo County Jail 300 Williams Street White Cloud, Michigan 49349	52%

#### **SECURE INSTANT MAIL™**

##### **DESCRIPTION:**

Secure Instant Mail™ provides friends and family members the ability to send secure electronic messages from any PC connected to the internet. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. To reduce the chance of passing illegal information through the electronic mail, Secure Instant Mail™ automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, Secure Instant Mail™ transliterates from multiple languages into English for fast review. Facility personnel print and distribute approved letters while also having the ability to reject and return unapproved letters to the original sender. If approved by the facility, friends and family can pre-pay for a return message in which the inmate may hand write a return a letter to the sender. Return letters are faxed to the Secure Instant Mail server where they are converted to a .pdf and automatically emailed to the original sender.

**Facility Responsibilities:** The facility is responsible for having a PC connected to the internet and printer in order to accept incoming Secure Instant Mail messages. In order to process outgoing electronic messages, the facility will also be responsible for having a fax.

**Compensation.** The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the [www.secureinstantmail.com](http://www.secureinstantmail.com) website to utilize the Secure Instant Mail™ service. Provider will deduct said transaction fees from the customer's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

#### **CALLING RATES**

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

**Exhibit A: Customer Statement of Work**  
**NEWAYGO COUNTY (MI)**  
**SITE 05796**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and the Newaygo County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 5 S-Gate licenses, and storage for one (1) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<b><u>CUSTOMER:</u></b> Newaygo County Jail  By: <u>Michael S. Mercer</u> Name: <u>[Signature]</u> Title: <u>Sheriff</u> Date: <u>07-09-10</u>	<b><u>PROVIDER:</u></b> Evercom Systems, Inc.  By: <u>[Signature]</u> Name: Robert Pickens Title: Chief Marketing Officer Date: <u>8/5/2010</u>
--	---

**Please return signed contract to:**

**14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254**

**Attention: Contracts Administrator**

**Phone: (972) 277-0410**



**THIRD AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Newaygo County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated August 5, 2010, as subsequently amended by that certain First Amendment dated February 12, 2011, and Second Amendment dated October 16, 2013, together with that certain Automated Information Services Agreement (collectively, the "Agreement").

**WHEREAS**, the parties desire and agree to extend the Term of the Agreement by sixty (60) months as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be renewed and extended for an additional sixty (60) months beginning on September 30, 2014, and ending on midnight of September 29, 2019. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of the Agreement.

2. **Collect Calls.** Effective upon the commencement of the new Term of the Agreement (i.e., September 30, 2014), Provider will increase the collect commission percentage from 52% to 55%, and accordingly the FACILITIES AND RELATED SPECIFICATIONS chart set forth in the Schedule to the Agreement on Page 5 of 9 is hereby extracted in its entirety and replaced with the following revised chart:

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	SCP	52% to September 30, 2014 55% effective September 30, 2014*	Gross Revenues	--SAME--

\*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014 ("FCC Rate Order"), no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

\*Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
CHIEF FINANCIAL OFFICER  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

3. **Video Visitation.** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

4. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

**CUSTOMER:**

Newaygo County Jail

By: 

Name: Michael Mercer

Title: County Sheriff

Date: August 27, 2014

Motion #14-279-1

**PROVIDER:**

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: President

Date: 9-11-14

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

**Exhibit B: SECURUS VIDEO VISITATION SCHEDULE  
NEWAYGO COUNTY (MI)**

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Newaygo County Jail ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

**SECURUS VIDEO VISITATION****TERMS:**

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions and that a session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
8. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than twenty (20) hours per week and will further reduce on-site visitation hours over time to achieve minimum usage results of one (1) remote paid visit per inmate per month.

If applicable, all recorded Video Visitation sessions will have a standard retention of sixty (60) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within sixty (60) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after sixty (60) days.

**COMPENSATION:**

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	Remote Paid	20%*

\*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 412 remote paid visits or greater. For any months where the Facility does not achieve the 412 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25<sup>th</sup>) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
CHIEF FINANCIAL OFFICER  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 275 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**SOFTWARE LICENSE:** Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such

product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

**OWNERSHIP AND USE.** The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**LEGALITY/LIMITED LICENSE AGREEMENT:** For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Third Amendment Effective Date by their duly authorized representatives.

<b><u>CUSTOMER:</u></b> Newaygo County Jail By:  Name: <u>Michael Mercer</u> Title: <u>County Sheriff</u> Motion #14-279-1	<b><u>PROVIDER:</u></b> Securus Technologies, Inc. By:  Name: <u>Robert Pickens</u> Title: <u>President</u>
---	---

## Video Visitation Schedule NEWAYGO COUNTY JAIL (MI)

### Attachment 1 Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees			\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time		\$0.00	
	• Commissary Ordering Application Setup	One time		\$0.00	
	• Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	14	\$56,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	6	24,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	6	\$1,500.00	
	Recording	60 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	20	\$10,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	20	\$3,980.00	
Software	Software Licensing Fee	Recurring	20	\$7,200.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	0	\$0.00	
	Term	Re-occurring	5	55,900.00	
	Total Value:			\$157,275.00	
	Securus Discount:			\$157,275.00	
	Customer Pays:			\$0.00	

\* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.



**NEWAYGO COUNTY (MI)****SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated August 5, 2010 (the "Agreement") by and between Newaygo County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

**WHEREAS**, the parties desire and agree to amend the Agreement to provide for an extension of the Term of the Agreement by fourteen (14) months as described herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by fourteen (14) months with a modified end date of September 30, 2014. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

**CUSTOMER:**

Newaygo County Jail

By: Name: Patrick GardnerTitle: Board ChairmanDate: 9-28-2013**PROVIDER:**

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: Chief Operating Officer

Date: 10-16-13**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

**Attention: Contracts Administrator****Phone: (972) 277-0300****NEWAYGO COUNTY  
JAIL****OCT 28 2013**